

EXHIBIT 1.68**Summary of Terms of New Secured CapitalSource Credit Agreement**

Lender(s)	Holders of Allowed Class 2(a) Claims and Class 14(a) Claims.
Maturity	[36] months from the Effective Date.
Interest Rate	LIBOR plus the applicable interest rate margin of [600] bps with a floor of [150] bps through out the various tranches.
Security and Ranking	Same as in the Prepetition Credit Agreement.
Amortization	[1%] nominal amortization.
Asset Sales	[75%] of the proceeds from any sales of assets on which the Holders of Class 2(a) and Class 14(a) Claims have first priority liens shall be used to pay down the New Secured CapitalSource Credit Agreement.
General Terms	The New Secured CapitalSource Credit Agreement will have substantially the terms as the Prepetition Credit Agreement, including <u>include</u> customary protections and covenants afforded to senior secured lenders; <u>provided, however, that the Reorganized Debtors shall have the option to incur up to an \$8,000,000 asset based working capital facility; further provided,</u> that the Reorganized Debtors will have a grace period of [18] months before the financial covenants of senior leverage ratio and fixed charge coverage ratio commence.